



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED06-0005-	2. MODIFICATION NO.: ONE	3. EFFECTIVE DATE: January 1, 2006	4. PROGRAM OFFICE: Academic Achievement
5. INDIVIDUAL NAME AND ADDRESS: As applicable to all parties maintained in the Arizona Department of Education's Failing Schools Database and have signed service contracts prior to January 1, 2006.			
6. AUTHORITY FOR MODIFICATION: Terms and Conditions, page 9, Section 4 "Grant Modifications"			
7. PURPOSE OF MODIFICATION: Modify tutor requirements, accountability and price			

Page 1 of 1

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

The contract(s) awarded under ED06-0005 have been modified to incorporate approved changes referenced in No. 7 above. In addition the Individual Tutor Contracts known as:

STATE OF ARIZONA
ARIZONA DEPARTMENT OF EDUCATION
SERVICE CONTRACT
ED

have also been modified to include the following language and increase in the fee rate for this service.

CONTRACT FEE RATE: The State Tutoring provider provides tutoring to eligible students. ADE reimburses the provider for a meeting with individual parents to discuss the Certificate/Agreement (although not required) and actual tutoring based on reimbursement for services. The hourly fee is \$40 which covers tutor fees and benefits, and may include materials and admin. The maximum number of students that can be in a group is five. For FY '06, the maximum number of allowable hours per student is 90 for eligible seniors, 75 for eligible juniors, and 30 for students at underperforming and failing schools for regardless of number of students in the group or subject areas to be tutored. **The provider must reimburse the state if the guaranteed level of student academic improvement is not met per the certificate/agreement as demonstrated by written or oral measurement, developed by the provider.**

Also Replace the following Exhibits with the attached updated versions. These Exhibits are for informational purposes only.

Exhibit No. 1 Certificate Contract Agreement

Exhibit No. 2 Service Provider Contract

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.	
IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.	
ARIZONA DEPARTMENT OF EDUCATION	
SIGNATURE:	
TYPED NAME:	Douglas C. Peebles, CPPB, CPCM
TITLE:	Chief Procurement Officer
DATE:	FEB 21 2006



EXHIBIT NO. 1

Arizona Department of Education

Certificate of Supplemental Instruction and Tutoring Services Contract Agreement

Pursuant to A.R.S. 15-241 (Q)

Directions: The provider/tutor keeps the original document on file with a copy to the parent.

Student's first name _____ MI _____ Last Name _____
SAIS number _____

RESPONSIBILITIES

1. Skills to be studied

Parent will agree to release his or her student's test data, if necessary, so that the skill to be studied by the student can be identified. The student will be tutored in the specific subjects and skills that he/she needs. For a high school student, this means in the areas where he/she did not pass the AIMS.

Subject area(s) in which to be tutored: ☐reading ☐writing ☐math

Tutor #1 – Most important skill/concept from Arizona Academic Standards to be studied, ex.: *elements of literature* or *data analysis*, not improve reading: _____

Tutor #2 (if needed)- Most important skill/concept from Arizona Academic Standards to be studied, ex.: *elements of literature* or *data analysis*, not improve reading: _____

Improvement in learning the identified skill(s) is guaranteed. The student must demonstrate through any oral or written measurement, determined by the tutor, that he/she has learned that concept. If the guaranteed level of academic improvement is not met, the provider must refund session fees to the state.

The Provider shall make no changes in any student's goals without the written consent of the student's parent. If student is disabled, state how the goals fit with the student's individualized education program (IEP) under Section 6 15(d) of the Individuals with Disabilities Education Act.

2. Tutoring Dates

Provider and parent/guardian/educational surrogate have set the following dates for tutoring sessions. If student is disabled, state how the timeline fits with the student's IEP. _____

Start date: _____ End date: _____ Total number of sessions: _____

3. Communication

Provider will inform parent/guardian/educational surrogate about the student's progress.

☐ weekly ☐ monthly ☐ other _____

4. Cancellation of Contract

The parent/guardian/educational surrogate or the provider may cancel this agreement if either the student does not attend and participate in sessions as agreed to, or the provider does not provide services as agreed to in the agreement.

SIGNATURES

One provider and parent hereby certify that we have agreed to the points in this Certificate/ Tutoring Services Contract Agreement.

Provider signature _____ Date _____

Parent signature _____ OR

Initials of district personnel or provider who spoke to parent to verify agreement _____ Date _____

Exhibit NO. 2
STATE OF ARIZONA
ARIZONA DEPARTMENT OF EDUCATION
SERVICE CONTRACT
ED

CONTRACTOR : Print Name: _____ Address: _____ City, State and Zip: _____ PHONE: _____ FEI/SSN: _____	STATE OF ARIZONA: STATE TUTORING PROVIDER ARIZONA DEPARTMENT OF EDUCATION 1535 WEST JEFFERSON, BIN 32 PHOENIX, ARIZONA 85007 PHONE: (602) 542-7470 FAX: (602) 542-3100 REPRESENTATIVE: Nancy Konitzer
--	--

CONTRACT SCOPE:

State Tutoring Providers are LEAs or outside companies who provide tutoring that is individualized, supplemental instruction of specific, remedial, standards-based skills and concepts to eligible students under the State Tutoring Program. They provide tutoring services in reading, writing, and/or math. Providers must be sure that skills practice on computer or worksheets are secondary to person-to-person instruction. They have the responsibility of submitting student registration and session data, completing the certificate/contract agreement between parent and provider, identifying the specific skill/ concept for an individual student, and measuring academic improvement. The following documentation is required: signed certificate/contract agreements and written staff exceptions.

CONTRACTOR QUALIFICATIONS:

LEAs and outside providers choose Highly Qualified teachers, as defined by NCLB. If not enough highly qualified teachers are available, the provider may choose any appropriate individuals, including community members and classified staff. Exceptions must be signed by the provider (principal/district official) and contain a reason that is based on student need. Performance under this Contract is conditioned on a clear criminal records check, and Contractor must have a valid fingerprint clearance card.

TERM: From the date that the Chief Procurement Officer signs this agreement through June 30, 2006, unless terminated, canceled, or extended as otherwise provided herein.

OPTION TO RENEW CONTRACT: ADE shall have the right, at its sole option, to renew the Contract, not to exceed a total contracting term of five consecutive years. All Terms, conditions, and provisions of the original Contract shall remain the same and apply during the option years.

CONTRACT FEE RATE: The State Tutoring provider provides tutoring to eligible students. ADE reimburses the provider for a meeting with individual parents to discuss the Certificate/Agreement (although not required) and actual tutoring based on reimbursement for services. The hourly fee is \$40 which covers tutor fees and benefits, and may include materials and admin. The maximum number of students that can be in a group is five. For FY '06, the maximum number of allowable hours per student is 90 for eligible seniors, 75 for eligible juniors, and 30 for students at underperforming and failing schools for regardless of number of students in the group or subject areas to be tutored. **The provider must reimburse the state if the guaranteed level of student academic improvement is not met per the certificate/agreement as demonstrated by written or oral measurement, developed by the provider.**

ADE RESPONSIBILITIES: Provide the certificate/contract agreement, provide online program and monitor schools programs to include verification of the signed certificate/contract agreements between the parent and provider and any written staff exceptions.

THE CONTRACTOR SHALL: complete online student registration and session data through the State Tutor Fund site, and payment shall be made by ADE in accordance with Arizona Revised Statutes.

GENERAL CONDITIONS: The Uniform General Conditions of the State of Arizona apply as if stated fully herein.
In witness whereof, the parties have executed this contract as of the date entered below.

CONTRACTOR: NAME: _____ (signature) TITLE: _____ DATE: _____	STATE OF ARIZONA: DEPARTMENT OF EDUCATION BY: _____ Douglas C. Peebles, CPPB, CPCM, Chief Procurement Officer DATE: _____
---	---

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. The laws of Arizona apply to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona. This Agreement is subject to the provisions of the Arizona Procurement Code (ARS Title 41, Chapter 23) and all regulations adopted thereunder. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
2. The State reserves the right to terminate this Agreement at any time. The State will provide ten (10) days written notice of cancellation to the Contractor and the Contractor shall immediately cease all work described in this agreement on the effective date of the notice. The Contractor shall be paid for all authorized costs through the date of termination within thirty days after receipt and acceptance of the Contractor's invoice.
3. This Agreement is subject to cancellation by the Governor of the State of Arizona pursuant to A.R.S. § 38-511, without penalty or further obligation. The Contractor represents to the best of his knowledge and belief that he presently has no interest and shall not acquire any interest that would conflict in any manner with the performance of services required under this Agreement.
4. In performing the work described in this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin and further agrees not to engage in any unlawful employment practice. Contractor further agrees to comply with A.R.S. Title 41, Chapter 9, Article 4, and Governor's Executive Order 99-4.
5. Contractor shall retain all books, records, accounts, files, reports and all other items relating to this Agreement and shall present such items for inspection and audit by the State for a period of five years after completion of this Agreement, in accordance with ARS §§ 35-214, 35-215 and 41-1279.04.
6. If additional services are required of the Contractor by the State, such further agreement shall be in writing describing the scope, time frames, and other information necessary for such additional service.
7. Neither party may assign, sublet, or transfer its interests or rights under this Agreement, without prior written consent of the other party.
8. The failure of either party to insist in any one or more instances upon strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment for the further performance of such provision.
9. The Contractor shall not subcontract any portion of this Agreement.
10. The Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the State of Arizona may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the Contractor's services.
11. The State of Arizona will report the Contractor's compensation, on IRS Form 1099, to the IRS and the Arizona Department of Revenue, if the compensation is \$300 or more. Expense reimbursements, when receipts are provided, are excluded. The Contractor shall furnish either a Federal Tax Identification Number or Social Security Number for the purpose of reporting.
12. During the course of the Contract, the Contractor acknowledges that he/she may be provided with personally identifiable student information from education records. The Contractor acknowledges and agrees that any such information will (1) be protected in a manner that does not permit personal identification of individuals by anyone else except other authorized representatives of the Arizona Department of Education (ADE) or local educational agency, and (2) be returned, if an original record, or destroyed when no longer needed for the purposes of Provider review.
13. The Uniform Terms and Conditions of the State of Arizona, as set forth in www.azeps.az.gov/PoliciesDocuments, shall apply to this Agreement as if fully set forth within the Agreement.